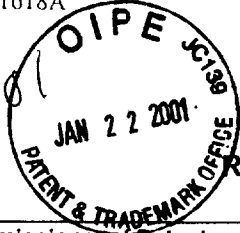


01-29-2001



101596763



RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New

Resubmission (Non-Recordation)  
Document ID # \_\_\_\_\_

Correction of PTO Error  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_

Corrective Document  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_

Conveyance Type

Assignment  License

Security Agreement  Nunc Pro Tunc Assignment

Merger  
Effective Date  
Month Day Year  
01 01 2001

Change of Name

Other \_\_\_\_\_

Conveying Party

Mark if additional names of conveying parties attached

Name Duro Designer Company, LLC Execution Date  
Month Day Year  
01 01 2001

Formerly \_\_\_\_\_

Individual  General Partnership  Limited Partnership  Corporation  Association

Other limited liability company

Citizenship/State of Incorporation/Organization Kentucky

Receiving Party

Mark if additional names of receiving parties attached

Name Duro Designer Company, Inc.

DBA/AKA/TA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) Davies & Oak Streets

Address (line 2) \_\_\_\_\_

Address (line 3) Ludlow Kentucky 41016  
City State/Country Zip Code

Individual  General Partnership  Limited Partnership  Association

Corporation  Association

Other \_\_\_\_\_

Citizenship/State of Incorporation/Organization Kentucky

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

01/26/2001 DNGUYEN 00000138 1729264  
01 FC:481 40.00

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages** Enter the total number of pages of the attached conveyance document including any attachments. #

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

| Trademark Application Number(s) |                      |                      | Registration Number(s)               |                      |                      |
|---------------------------------|----------------------|----------------------|--------------------------------------|----------------------|----------------------|
| <input type="text"/>            | <input type="text"/> | <input type="text"/> | <input type="text" value="1729264"/> | <input type="text"/> | <input type="text"/> |
| <input type="text"/>            | <input type="text"/> | <input type="text"/> | <input type="text"/>                 | <input type="text"/> | <input type="text"/> |
| <input type="text"/>            | <input type="text"/> | <input type="text"/> | <input type="text"/>                 | <input type="text"/> | <input type="text"/> |

**Number of Properties** Enter the total number of properties involved. #

**Fee Amount** Fee Amount for Properties Listed (37 CFR 3.41): \$


Method of Payment: Enclosed  Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)  
Deposit Account Number: #

Authorization to charge additional fees: Yes  No

**Statement and Signature**

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Linda D. Bayliss, Paralegal Taft, Stettinius & Hollister LLP  1/18/2001

Name of Person Signing Signature Date Signed



ARTICLES OF MERGER

0507471.09

OF

DURO DESIGNER ACQUISITION COMPANY

AND

DURO DESIGNER COMPANY, LLC

John Y. Brown III  
Secretary of State

Received and Filed  
12/27/2000 09:36 AM

Fee Receipt: \$50.00

sperry - SUR

To the Secretary of State  
Commonwealth of Kentucky

Pursuant to the provisions of the Kentucky Business Corporation Act and the Kentucky Limited Liability Company Act, the limited liability company and corporation herein named do hereby submit the following Articles of Merger.

1. Attached hereto as Exhibit A and made a part hereof is the Agreement and Plan of Merger for merging Duro Designer Company, LLC, a limited liability company organized under the laws of the Commonwealth of Kentucky, with and into Duro Designer Acquisition Company, a corporation organized under the laws of the Commonwealth of Kentucky, as duly authorized and approved by written consent of both the sole director and sole shareholder of Duro Designer Acquisition Company, dated December ~~22~~, 2000, and duly authorized and approved by written consent of the sole member of Duro Designer Company, LLC, dated December ~~22~~, 2000.
2. The merger effected by the aforesaid Agreement and Plan of Merger shall become effective on January 1, 2001.
3. In respect of Duro Designer Company, LLC, the sole member duly authorized and approved the merger by written consent on December ~~22~~, 2000 in accordance with all applicable laws.
4. In respect of Duro Designer Acquisition Company, the sole director duly authorized and approved the merger by written consent on December ~~22~~, 2000 in accordance with all applicable laws, and the sole shareholder duly authorized and approved the merger by written consent on December ~~22~~, 2000 in accordance with all applicable laws.
5. The name of the surviving entity shall be Duro Designer Company, Inc.


Dated: December ~~22~~, 2000

*Intentionally left blank*

DURO DESIGNER ACQUISITION COMPANY

By:   
Charles L. Shor, President

DURO DESIGNER COMPANY, LLC

By:   
Charles L. Shor, President of Duro Bag Manufacturing  
Company, sole Member



## AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER ("Agreement and Plan"), made this 22nd day of December, 2000, by and between Duro Designer Acquisition Company, a Kentucky corporation ("Acquisition"), and Duro Designer Company, LLC, a Kentucky limited liability company ("Designer").

WHEREAS, Acquisition is a duly organized and authorized corporation under the laws of the Commonwealth of Kentucky;

WHEREAS, Designer is a duly organized and authorized limited liability company under the laws of the Commonwealth of Kentucky;

WHEREAS, the sole director of Acquisition ("Director") and the sole member of Designer ("Member") have determined that it is in the best interests of Acquisition and its sole shareholder ("Shareholder") and Designer and its Member, that Designer be merged with and into Acquisition upon the terms and conditions set forth herein;

WHEREAS, the Director of Acquisition duly authorized and approved this Agreement and Plan by written consent dated December 22, 2000, and the Shareholder of Acquisition duly authorized and approved this Agreement and Plan by written consent dated December 22, 2000;

WHEREAS, the Member of Designer duly authorized and approved this Agreement and Plan of Merger by written consent dated December 22, 2000.

NOW, THEREFORE, in consideration of the terms and conditions set forth in this Agreement and Plan and in accordance with the laws of the Commonwealth of Kentucky, Acquisition and Designer have agreed and do hereby agree to a merger ("Merger") as follows:

- FIRST:** Designer shall be merged into and with Acquisition, which as of the effective date of the Merger shall be referred to as the surviving corporation ("Surviving Corporation").
- SECOND:** The name of the Surviving Corporation shall be Duro Designer Company, Inc.
- THIRD:** The Articles of Incorporation of the Surviving Corporation shall be the Articles of Incorporation of Acquisition, attached hereto as Exhibit A, with the exception of Article I thereof, which shall be amended to read as follows: "The name of the Corporation is Duro Designer Company, Inc." Said amendment of the Articles of Incorporation shall take effect immediately subsequent to the effective date.
- FOURTH:** The terms and conditions of the Merger and the manner and basis of converting the interests in Designer are as follows:

The Surviving Corporation shall retain limited liability. As of the effective date, all of the existing membership interests in Designer shall be retired and no shares or other securities of Acquisition shall be issued in respect thereof. At and after said effective date, Acquisition shall succeed to and possess, without further act or deed, all of the estate, rights, privileges, powers and franchises, both public and private, and all of the property.

real, personal, and mixed, of each of the parties hereto; all debts due to Designer, of whatever account shall be vested in Acquisition; all claims, demands, property rights, privileges, powers and franchises and every other interest of either of the parties hereto shall be as effectively the property of Acquisition as they were of the respective parties hereto; the title to any real property vested by deed or otherwise in Designer shall be vested in Acquisition; all rights of creditors and liens upon any property of either of the parties hereto shall be preserved, unimpaired, limited in lien to the property affected by such lien at the effective date; and all debts, liabilities and duties of the respective parties hereto shall thenceforth attach to Acquisition and may be enforced against it to the same extent as if such debts, liabilities had been incurred or contracted by it.

- FIFTH: The Bylaws of the Surviving Corporation in effect immediately prior to the effective date of the Merger shall be the Bylaws of the Surviving Corporation.
- SIXTH: The effect of the Merger of Designer into Acquisition shall be governed by the applicable provisions of the laws of the Commonwealth of Kentucky.
- SEVENTH: The Member and officers of Designer and the Director and officers of the Surviving Corporation, respectively, are hereby authorized, empowered, and directed to do any and all acts necessary or desirable to make, execute, deliver, file and/or record any and all instruments, papers and documents which shall be or become necessary, proper or convenient to carry out or put into effect any of the provisions of the Agreement and Plan or of the Merger herein provided for.
- EIGHTH: The Director and officers of Acquisition in office immediately prior to the effective time and date of the Merger shall be the Director and officers of the Surviving Corporation.
- NINTH: The effective date and time of the Merger shall be at the start of business on January 1, 2001.

IN WITNESS WHEREOF, Acquisition and Designer have caused this Agreement and Plan to be duly executed and delivered as of the day and year first above written.

DURO DESIGNER ACQUISITION COMPANY

By:   
Charles L. Shor, President

DURO DESIGNER COMPANY, LLC

By:   
Charles L. Shor, President of Duro Bag  
Manufacturing Company, sole Member

EXHIBIT A  
**ARTICLES OF INCORPORATION**  
**OF**  
**DURO DESIGNER ACQUISITION COMPANY**

These Articles of Incorporation, made and entered into on this 12<sup>th</sup> day of December, 2000, evidencing that the undersigned incorporator has declared the forming of a Corporation pursuant to Chapter 271B of the Kentucky Revised Statutes and all other acts amendatory thereto and supplemental thereto, are as follows:

**ARTICLE I**

The name of the Corporation is Duro Designer Acquisition Company.

**ARTICLE II**

The Corporation's duration shall be perpetual.

**ARTICLE III**

The Corporation's purposes shall be to transact any and all lawful business for which corporations may be incorporated under the Kentucky Business Corporation Act ("KBCA").

**ARTICLE IV**

The total number of shares of stock authorized to be issued shall be one thousand (1,000) shares of common stock, without par value, which shares shall have one vote per share and be without distinction as to powers, preferences and rights.

**ARTICLE V**

The street address of the Corporation's initial registered office shall be 10216 Stoneybrook Court, Union, Kentucky 41091; and the name of the initial registered agent is Jackie R. Isaacs.

**ARTICLE VI**

The mailing address of the Corporation's principal office and place of business is c/o Duro Bag Manufacturing Company, Davies and Oak Streets, Ludlow, Kentucky 41016.



## ARTICLE VII

The sole incorporator of the Corporation is Daniel E. Fausz, whose address is 1800 Firststar Tower, 425 Walnut Street, Cincinnati, Ohio 45202.

## ARTICLE VIII

The name and mailing address of the member of the initial Board of Directors is Charles L. Shor, c/o Duro Bag Manufacturing Company, Davies and Oak Streets, Ludlow, Kentucky 41016.

## ARTICLE IX

The holders of the common shares of the Corporation shall have a preemptive right (to be granted on such uniform terms and conditions as shall be prescribed by the Board of Directors) to acquire unissued shares of the Corporation or securities of the Corporation convertible into or carrying a right to subscribe to or acquire such shares, including without limitation such unissued shares or securities otherwise proposed to be issued (i) for money, (ii) as compensation to directors, officers, agents, or employees of the Corporation or any subsidiary or affiliate, (iii) in satisfaction of conversion or option rights, (iv) within six months from the date of incorporation of the Corporation or (v) for consideration other than money.

## ARTICLE X

The affairs of the Corporation shall be managed and conducted by a Board of Directors. The number of directors shall be determined in the manner prescribed from time to time by the Bylaws of the Corporation.

## ARTICLE XI

A. **Right to Indemnification.** Each person who is made a party or is threatened to be made a party to any action, suit, or proceeding, whether civil, criminal or administrative, (hereinafter a "proceeding"), by reason of the fact that such person, or an individual for whom such person is the legal representative, is or was a director or officer of the Corporation shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the KBCA, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than said law permitted the Corporation to provide prior to such amendment). Such person shall be indemnified and held harmless against all expense, liability, and loss (including attorney's fees, judgments, fines, ERISA excise taxes or penalties and amounts paid or to be paid in settlement) reasonably incurred or suffered by such person in connection therewith. This right of indemnification shall continue as to a person who has ceased to be a director, officer, employee, or agent and shall inure to the benefit of his or her heirs, executors, and administrators. Except as provided in paragraph B hereof, the Corporation shall have no obligation to indemnify any such person seeking indemnification in connection with a proceeding initiated by such person, unless such proceeding was authorized by the Board of Directors of the Corporation. The right to indemnification conferred in this paragraph A of Article XI shall be a contract right and shall include the right to be paid by the Corporation the

expenses incurred in defending any such proceeding in advance of its final disposition. If, however, the KBCA requires the payment of expenses incurred by a director or officer in his or her capacity as a director or officer in advance of the final disposition of a proceeding, payment shall be made only upon delivery to the Corporation of an undertaking, by or on behalf of such director or officer, to repay all amounts so advanced if it shall ultimately be determined that such director or officer is not entitled to be indemnified under this section or otherwise. The Corporation may, by action of its Board of Directors, provide indemnification to employees and agents of the Corporation with the same scope and effect as the foregoing indemnification of directors and officers.

**B. Right of Claimant to Bring Suit.** If a claim under paragraph A of this Article XI is not paid in full by the Corporation within thirty (30) days after a written claim has been received by the Corporation, the claimant may, at any time thereafter, bring suit against the Corporation to recover the unpaid amount of the claim and, if successful in whole or in part, the claimant shall be entitled to be paid also the expense of prosecuting such claim. It shall be a defense to any such action (other than an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition where the required undertaking, if any is required, has been tendered to the Corporation) that the claimant has not met the standard of conduct which makes it permissible under the KBCA for the Corporation to indemnify the claimant for the amount claimed, but the burden of proving such defense shall be on the Corporation. Neither the failure of the Corporation (including its Board of Directors, independent legal counsel or its shareholders) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he or she has met the applicable standard of conduct set forth in the KBCA, nor an actual determination by the Corporation (including its Board of Directors, independent legal counsel or its shareholders) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct.

**C. Non-Exclusivity of Rights.** The right to indemnification and the payment of expenses incurred in defending a proceeding in advance of its final disposition conferred in this Article XI shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of the Articles of Incorporation, Bylaw, agreement, vote of shareholders or disinterested directors, or otherwise.

**D. Insurance.** The Corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee, or agent of the Corporation or other corporation, partnership, joint venture, trust, or other enterprise against any such expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability, or loss under the KBCA.

## ARTICLE XII

**A. Scope of Limitation.** A director of the Corporation shall not be personally liable to the Corporation or its shareholders for monetary damages for any act or omission constituting a breach of his or her duty as a director, unless such act or omission 1) relates to a transaction in which the director has a personal financial interest which is in conflict with the financial interests of the Corporation or its shareholders; 2) is not in good faith or involves intentional misconduct or is known to the director to be a violation of law; 3) is a vote for or assent to an unlawful distribution to shareholders as prohibited under KRS 271B.8-330; or 4) relates to a transaction from which the director derives an improper personal benefit.

**B. Amendment of KBCA.** If the KBCA is amended to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the KBCA, as so amended, and without the necessity for further shareholder action in respect thereof.

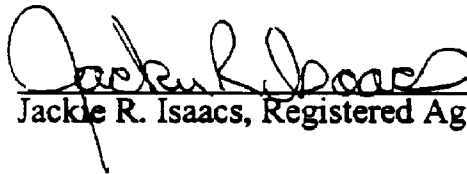
**C. Repeal or Modification.** Any repeal or modification of this Article XII by the shareholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation hereunder in respect of any act or omission occurring prior to the time of such repeal or modification.

WITNESS the signature below on this 12<sup>th</sup> day of December, 2000.



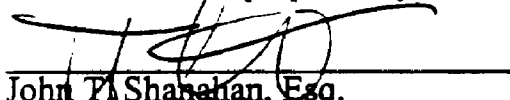
\_\_\_\_\_  
Thomas R. Schuck, Incorporator

The undersigned, named herein as the registered agent for the above company, hereby acknowledges and accepts the appointment of agent for said company.



\_\_\_\_\_  
Jackie R. Isaacs, Registered Agent

This instrument prepared by:



John T. Shanahan, Esq.  
Taft, Stettinius & Hollister LLP  
1800 Firststar Tower  
425 Walnut Street  
Cincinnati, OH 45202-3957  
(513) 381-2838

Darticles.wpd

TRADEMARKS AND SERVICE MARKS (Design)

REGISTERED MARKS:

| <u>Mark</u>  | <u>Registration No.</u> | <u>Jurisdiction (State or County)</u> | <u>Date of Issue</u> | <u>Expiration Date</u> |
|--|-------------------------|---------------------------------------|----------------------|------------------------|
| 1. DURO DESIGNER<br>PAPER AND PLASTICS<br>(design) | 1729264                 | U.S.A.                                | 11/03/1992           | 11/03/2002             |

PENDING APPLICATIONS:

| <u>Mark</u> | <u>Serial No.</u> | <u>Jurisdiction (State or Country)</u> | <u>Date of Filing</u> |
|-------------|-------------------|--|-----------------------|
| (none)      |                   |  |                       |